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RECORDED/FILED IN OFFICIAL RECORDS
RECORDER'S OFFICE
LOS ANGELES COUNTY
CALIFORNIA

8:04 AM JUN 05 2006

TITLE(S) : _____



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Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM IS NOT TO BE DUPLICATED

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RECORDING REQUESTED BY:)

City of Rancho Palos Verdes)
30940 Hawthorne Boulevard)
Rancho Palos Verdes, California 90275)
Attn: Ray Holland, Acting Director)

WHEN RECORDED, MAIL TO:)

Department of Toxic Substances Control)
Office of Military Facilities)
5796 Corporate Avenue)
Cypress, California 90630)
Attention: John E. Scandura, Chief)

WITH A COPY TO:)

City of Rancho Palos Verdes)
30940 Hawthorne Boulevard)
Rancho Palos Verdes, California 90275)
Attn: Ray Holland, Acting Director)

SPACE ABOVE THIS LINE RESERVED FOR
RECORDER'S USE

COVENANT TO RESTRICT USE OF PROPERTY

ENVIRONMENTAL RESTRICTION

**RE: Palos Verdes Interpretive Center [APN: 7573-002-908, 7573-002-909,
7573-002-910, and 7573-002-913]**

THIS COVENANT AND AGREEMENT ("Covenant") is made by the CITY OF RANCHO PALOS VERDES, a municipal corporation (the "Covenantor"), the current owner of property located in the City of Rancho Palos Verdes, County of Los Angeles, State of California, described in Exhibit "A", attached hereto and incorporated herein by this reference (the "Property") and the CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (the "Department"). Pursuant to California Civil Code ("Civil Code") section 1471(a)(3), the Department has determined that this Covenant is

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reasonably necessary to protect present or future human health or safety or the environment as a result of the presence on the land of hazardous materials as defined in California Health and Safety Code ("Health and Safety Code") section 25260. The Covenantor and the Department, collectively referred to as the "Parties", hereby agree, pursuant to Civil Code section 1471 and Health and Safety Code section 25355.5 that the use of the Property be restricted as set forth in this Covenant; and the Parties further agree that the Covenant shall comply with the requirements of California Code of Regulations, title 22, section 67391.1.

ARTICLE I

STATEMENT OF FACTS

1.01. The Property, totaling approximately 26.4 acres, is more specifically described in Exhibit "A" and depicted in Exhibit "B," attached hereto and incorporated herein by this reference. The Property is also described as Los Angeles County Assessor's Parcel Nos.: 7573-002-908, 7573-002-909, 7573-002-910, and 7573-002-913. The Covenantor operates the Point Vicente Interpretive Center ("PVIC"), which is located at 31501 Palos Verdes Drive West, Rancho Palos Verdes, California 90275. The Property includes the PVIC and part of the Covenantor's "Point Vicente Park" ("Park"). The PVIC is currently improved with a building, parking areas, access roads, and landscaped areas.

1.02. During the facility expansion at the PVIC, surficial lead contaminated soil was encountered in the surface soils at the Park that were the result of prior use of the Property as a rifle range operated by the United States Department of Defense ("DoD") from the 1940's to the 1970's in the vicinity of an existing building of the PVIC. The Covenantor wishes to protect the present or future public health and safety and the environment; and to use the PVIC and the Park in a manner as to avoid potential harm to persons or property which may result from the potential contaminated soils that have been identified on the Property. The purpose of this Covenant is to restrict certain uses and activities for a portion of the Property.

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1.03. The Covenantor entered into a Memorandum of Agreement (the "MOA") in June 2002 with the United States Army Corps of Engineers ("USACE"), on behalf of the DoD, which provides for the remediation of the PVIC and the Property by the DoD under the supervision of the Department. The Property is being remediated by DoD pursuant to a Remedial Action Plan under chapter 6.8 of division 20 of the Health and Safety Code, under the oversight of the Department. The DoD has conducted a Remedial Investigation and Feasibility Study and has implemented certain remedial action and other response activities at the Park under the supervision and with the approval of the Department with the objective of restoring the environmental condition of PVIC and the Park to a condition such that it does not pose any risk to either health or the environment and so that PVIC and the Park may be fully utilized for their intended purposes as a park; educational, recreation and community center; and related governmental and public purposes. The remedial action, as approved by the Department, may leave some residual amounts of Hazardous Substances in place beneath the foundation and concrete floor/slab of an existing building, paved parking area(s), and paved access road(s) on the portions of the Property depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "Capped Property"). The Remedial Action Plan also required a deed restriction as part of site remediation because lead, which is a hazardous substance; hazardous waste or constituent; and hazardous material as defined in Health and Safety Code section 25316, 25117, and 25260, respectively, remains below the surface of the Capped Property. The Department circulated the Remedial Action Plan, which contains a Final Health Risk Assessment, together with a draft negative declaration for public review and comment, pursuant to the California Environmental Quality Act, California Public Resources Code section 21000 et seq. The Remedial Action Plan and the negative declaration were approved by the Department on May 20, 2002.

1.04 Based on a Human Health Risk Assessment conducted for the Feasibility Study, a total lead concentration in soil of 250 mg/kg was established as an action level protective of children in a residential backyard or playground. Adults have a much higher tolerance. The Ecological Risk Assessment and the US Fish and Wildlife Biological Assessment concluded that the site does not present an ecological risk and that

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the site is not a habitat for either the Palos Verdes Blue Butterfly or the El Segundo Blue Butterfly. The prohibited activities include any and all intrusive action(s) at the Capped Property, i.e., existing building, paved parking area(s), and paved access road(s).

1.05. This Covenant is intended to restrict the uses of the Capped Property and certain activities to ensure that, during any future construction or demolition of existing Improvements on the Capped Property that may involve disturbance of the cap or the soils underneath the cap, any residual amounts of hazardous substances left in place by the DoD will be appropriately handled and managed by DoD and the Covenantor. Among other things, the MOA provides that if the City of Palos Verdes, without changing the use of the Property for Park Uses, should, at some time following the completion of the remediation, either (i) discover lead contamination on the Property or in the Park at a concentration equal to or greater than 250 mg. per kg. (250 ppm), or (ii) during the course of construction activities related to the existing Improvements on the Property or in the Park, including, remodeling, rehabilitation, demolition, and other similar activities, encounter lead concentrations in soil equal to or greater than 250 ppm, then USACE (on behalf of DoD) shall, after receiving notice from the Owner (Covenantor or its successor(s) in interest), return the Park to the FUDS program and shall respond to the lead contamination. Owner shall copy the Department on any notice sent to USACE under this section 1.05.

ARTICLE II

DEFINITIONS

2.01. Department. "Department" shall mean the State of California Department of Toxic Substances Control and shall include its successor agencies, if any.

2.02. Owner. "Owner" means the Covenantor, its successors in interest, and their successors in interest, including heirs and assigns, who at any time hold title to all or any portion of the Property.

2.03. Hazardous Substances. "Hazardous Substances" shall mean those substances, wastes or constituents, or materials as defined in Health and Safety Code

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sections 25316, 25317, and 25260 of the Health and Safety Code, and in the regulations promulgated pursuant to said laws.

2.04. Improvements. "Improvements" is defined to include, but not be limited to, all buildings, roads, driveways, utilities, and paved parking areas on the Property or in the Park.

2.05. Occupant. "Occupant" means Owners and any person or entity entitled by ownership, leasehold, or other legal relationship to the right to occupy any portion of the Property.

ARTICLE III

GENERAL PROVISIONS

3.01. Restrictions to Run with the Land. This Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Restrictions"), upon and subject to which the Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. Each and every Restriction: (a) runs with the land, pursuant to Health and Safety Code section 25355.5(a)(1)(C) and Civil Code section 1471; (b) inures to the benefit of and passes with each and every portion of the Property, (c) is for the benefit of, and is enforceable by the Department, and (d) is imposed upon the entire Property unless expressly stated as applicable only to a specific portion thereof.

3.02. Binding upon Owners/Occupants. Pursuant to Health and Safety Code section 25355.5(a)(1)(C), this Covenant binds all owners of the Property, their heirs, successors, and assigns, and the agents, employees, and lessees of the owners, heirs, successors, and assigns. Pursuant to Civil Code section 1471, all successive owners of the Property are expressly bound hereby for the benefit of the Department.

3.03. Written Notice of the Presence of Hazardous Substances. Prior to the sale, lease, sublease, or rental of the Property, or any portion thereof, the owner, lessor, or sublessor shall give the buyer, lessee, sublessee, or renter notice that hazardous

substances are located on or beneath the Property, as required by Health and Safety Code section 25359.7.

3.04. Incorporation into Deeds, Leases, and Rental Agreements. The Restrictions set forth herein shall be incorporated by reference in each and all deeds, leases, and rental agreements for any portion of the Property.

3.05. Conveyance of Property. The Owner shall provide notice to the Department not later than thirty (30) days after any conveyance of any ownership interest in the Property (excluding mortgages, liens, and other non-possessory encumbrances). The Department shall not, by reason of this Covenant, have authority to approve, disapprove, or otherwise affect the proposed conveyance, except as otherwise provided by law, by administrative order, or by a specific provision of this Covenant.

3.06. Costs of Administering the Deed Restriction to be paid by Owner. The terms of this deed restriction run with the land and will continue in perpetuity unless a variance is granted pursuant to section 6.01, or unless terminated pursuant to section 6.02. The Department has incurred and will in the future incur costs associated with the administration of this Covenant/deed restriction. Therefore, the Owner hereby covenants for itself and for all subsequent owners that, pursuant to California Code of Regulations, title 22, section 67391.1(h), the property owner agrees to pay the Department's costs associated with the administration of this Covenant. In the event that property ownership changes between the time the Department incurs administrative costs and the invoice for such costs is received, each owner of the property for the period covered by the invoice as well as the current owner is responsible for such costs. Costs of administering this Covenant do not include any costs that may be incurred by the Department for overseeing additional response actions that may be conducted by USACE on behalf of DoD.

ARTICLE IV

RESTRICTIONS

4.01. Restrictions on Use. Covenantor promises and covenants to restrict its use of the Property to use as a public park; an educational, research, recreation, and

community center; and other related governmental and public uses.

4.02. Future Construction or Demolition Activities. The Covenantor will notify the Department prior to any future construction or demolition of existing Improvements that may involve disturbance of the cap or the soils underneath the cap, and if Hazardous Substances are encountered during any future construction or demolition of existing Improvements on the Property the Covenantor will take such appropriate action as directed by the Department to address the presence, and if necessary, the remediation of any hazardous substances so encountered.

4.03 Soil Management

(a) Activities that may disturb soils beneath the Capped Property (e.g. excavation, grading, removal, trenching, filling, earth moving, mining, etc.) shall not be permitted without prior review and approval by the Department.

(b) No uses, improvements, or development of the Capped Property (other than routine, non-invasive maintenance) shall disturb the integrity of the concrete and asphalt that serve as caps on the Capped Property without prior review and approval by the Department.

(c) The concrete and asphalt that serve as caps on the Capped Property (other than routine, non-invasive maintenance) shall not be altered without written approval by the Department.

(d) The Owner shall maintain the caps on the Capped Property in a manner that avoids potential harm to persons or property which may result from the potential contaminated soils on the Capped Property.

(e) Any contaminated soils brought to the surface by grading, excavation, trenching, backfilling, or other activities shall be managed in accordance with all applicable provisions of state and federal law.

(f) The Covenantor will notify the Department of each of the following: (i)

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the type, cause, location, and date of any disturbance and/or damage to the caps and (ii) the type and date of repair of such damage. Notification to the Department shall be made as provided below within ten (10) working days of both the discovery of any such disturbance and/or damage and the completion of any repairs. Timely and accurate notification by any Owner or Occupant shall satisfy this requirement on behalf of all other Owners and Occupants. Any information provided under this section should also be attached to the annual report required pursuant to section 7.07.

4.04. Access for Department. The Department and its designees shall have reasonable right of entry and access to the Property for inspection, monitoring, and other activities consistent with the purposes of this Covenant as deemed necessary by the Department in order to protect the public health or safety, or the environment.

ARTICLE V

ENFORCEMENT

5.01. Enforcement. Failure of the Covenantor, Owner, or Occupant to comply with any of the Restrictions or terms of the Covenant specifically applicable to it shall be grounds for the Department to require that the Covenantor or Owner modify or remove any Improvements constructed or placed upon any portion of the Property in violation of the Restrictions. Violation of this Covenant shall be grounds for the Department to file civil or criminal actions as provided by law.

ARTICLE VI

VARIANCE, TERMINATION, AND TERM

6.01. Variance. Covenantor, or any other aggrieved person, may apply to the Department for a written variance from the provisions of this Covenant. Such application shall be made in accordance with Health and Safety Code section 25233.

6.02. Termination. Covenantor, or any other aggrieved person, may apply to the Department for a termination of the Restrictions or other terms of this Covenant as they

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apply to all or any portion of the Property. Such application shall be made in accordance with Health and Safety Code section 25234.

6.03. Term. Unless ended in accordance with the Termination paragraph above, by law, or by the Department in the exercise of its discretion, this Covenant shall continue in effect in perpetuity.

ARTICLE VII

MISCELLANEOUS

7.01. No Dedication Intended. Nothing set forth in this Covenant shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Property to the Department, or any portion thereof to the general public or anyone else for any purpose whatsoever.

7.02. Department References. All references to the Department include successor agencies/departments or other successor entity.

7.03. Recordation. The Covenantor shall record this Covenant, with all referenced Exhibits, in the County of Los Angeles within ten (10) days of the City's receipt of a fully executed original.

7.04. Notices. Whenever any person gives or serves any Notice ("Notice" as used herein includes any demand or other communication with respect to this Covenant), each such Notice shall be in writing and shall be deemed effective: (1) when delivered, if personally delivered to the person being served or to an officer of a corporate party being served, or (2) three (3) business days after deposit in the mail, if mailed by United States mail, postage paid, certified, return receipt requested:

To Owner: City of Rancho Palos Verdes
 30940 Hawthorne Boulevard
 Rancho Palos Verdes, California 90275
 Attn: City Manager and Director of Public Works

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To Department: John E. Scandura, Chief
Southern California Branch
Office of military Facilities
California Department of Toxic Substances Control
5796 Corporate Avenue
Cypress, CA 90630

Any party may change its address or the individual to whose attention a Notice is to be sent by giving written Notice in compliance with this paragraph.

7.05. Partial Invalidity. If any portion of the Restrictions or other term set forth herein is determined by a court of competent jurisdiction to be invalid for any reason, the surviving portions of this Covenant shall remain in full force and effect as if such portion found invalid had not been included herein.

7.06. Statutory References. All statutory references include successor provisions.

7.07 Annual Reporting Requirement. Section 67391.1 of title 22, division 4.5, chapter 39 of the California Code of Regulations titled "Requirements for Land Use Covenants" (22 CCR § 67391.1) requires an implementation and enforcement plan to address the monitoring and maintenance requirements necessary to ensure that prohibited uses or activities are not occurring on the deed restricted property. The implementation and enforcement plan includes the recording of this Covenant, an annual report filed with the Department by January 15th of each calendar year subsequent to the recording of this deed restriction, and an annual inspection by the Department if deemed appropriate by the Department.

The annual report filed under penalty of perjury by the then current owner(s), shall certify that the property is being used in a manner consistent with the terms of this Covenant, and specify all monitoring or maintenance efforts taken to ensure compliance with the Covenant's terms, including maintenance of the caps on the Capped Property. If the property owner identifies any violations of the Covenant, the property owner must, within 90 days of identifying the violation, determine the identity of the party in violation, send a letter advising the party of the violation and a demand that the violation cease

immediately. Such letter shall be sent by certified mail with return receipt and signature required.

The annual report must include the date, time, and name of reviewer. It also shall describe how the observations were performed that are the basis for the statements/conclusions in the annual report (e.g. drive by, fly over, walk in, etc.). The annual report must also certify that the caps on the Capped Property are in good repair pursuant to section 4.03. If violations are noted by the observer, the annual report must detail the steps taken to return to compliance. Additionally, copies of any correspondence related to the enforcement of the deed restriction shall be sent to the Department within ten days of its original transmission.

IN WITNESS WHEREOF, the Parties execute this Covenant

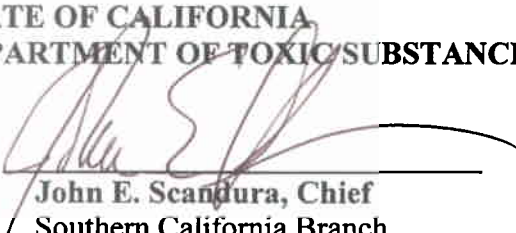
THE CITY OF RANCHO PALOS VERDES

BY: 
Mayor 5-3-06

Approved as to form:

BY: 
City Attorney

STATE OF CALIFORNIA
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

By: 
John E. Scandura, Chief
Southern California Branch
Office of Military Facilities
California Department of Toxic Substances Control

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On May 30, 2006,
Date

before

me,

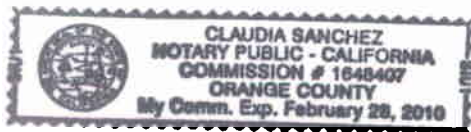
Claudia Sanchez Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

John E. Scandura
Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Claudia Sanchez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

SS.

On May 3, 2006

Date

before me, Celia Penaloza, notary public

Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared

Stefan Wolowicz

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Celia Penaloza

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: State of CA, Dep. of Toxic Substance Control

Document Date: 5-3-06

Number of Pages: 11

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: Stefan Wolowicz

☒ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

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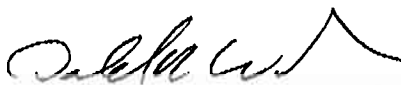
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EXHIBIT A Legal Description

That portion of the property described in the quitclaim deed recorded as Document 78-1011982 of Official Records, on September 12, 1978 in the office of the County Recorder of the County of Los Angeles, State of California, described as follows:

Commencing at the easterly terminus of the southerly line of that certain deed recorded July 6, 1956 as Instrument Number 2266, recorded in Book 51659, Page 148 of Official Records, said line being described on Tract Map 46628 recorded in Map Book 1235, Pages 29-37, of said county, as N82°29'58"E, 1727.09 feet. Thence, S82°29'58"W, 1,214.63 feet along said line; thence, S07°30'02"E, 525.49 feet to the **True Point of Beginning**. Thence, S87°04'49"W, 56.65 feet; thence, N55°06'14"E, 79.00 feet; thence, N34°53'46"W, 25.00 feet; thence, N23°30'11"E, 64.31 feet; thence, N54°45'50"E, 85.00 feet; thence, S35°14'10"E, 175.00 feet; thence, S54°45'50"W, 17.00 feet; thence, S35°14'10"E, 512.00 feet; thence, S21°19'29"W, 41.94 feet; thence, N35°14'10"W, 509.00 feet; thence, S83°06'15"W, 98.44 feet; thence, N34°53'46"W, 66.00 feet; thence, S55°06'14"W, 33.00 feet to the True Point of Beginning. Containing 1.002 acres.

Prepared by:



7-15-4 10:01 am

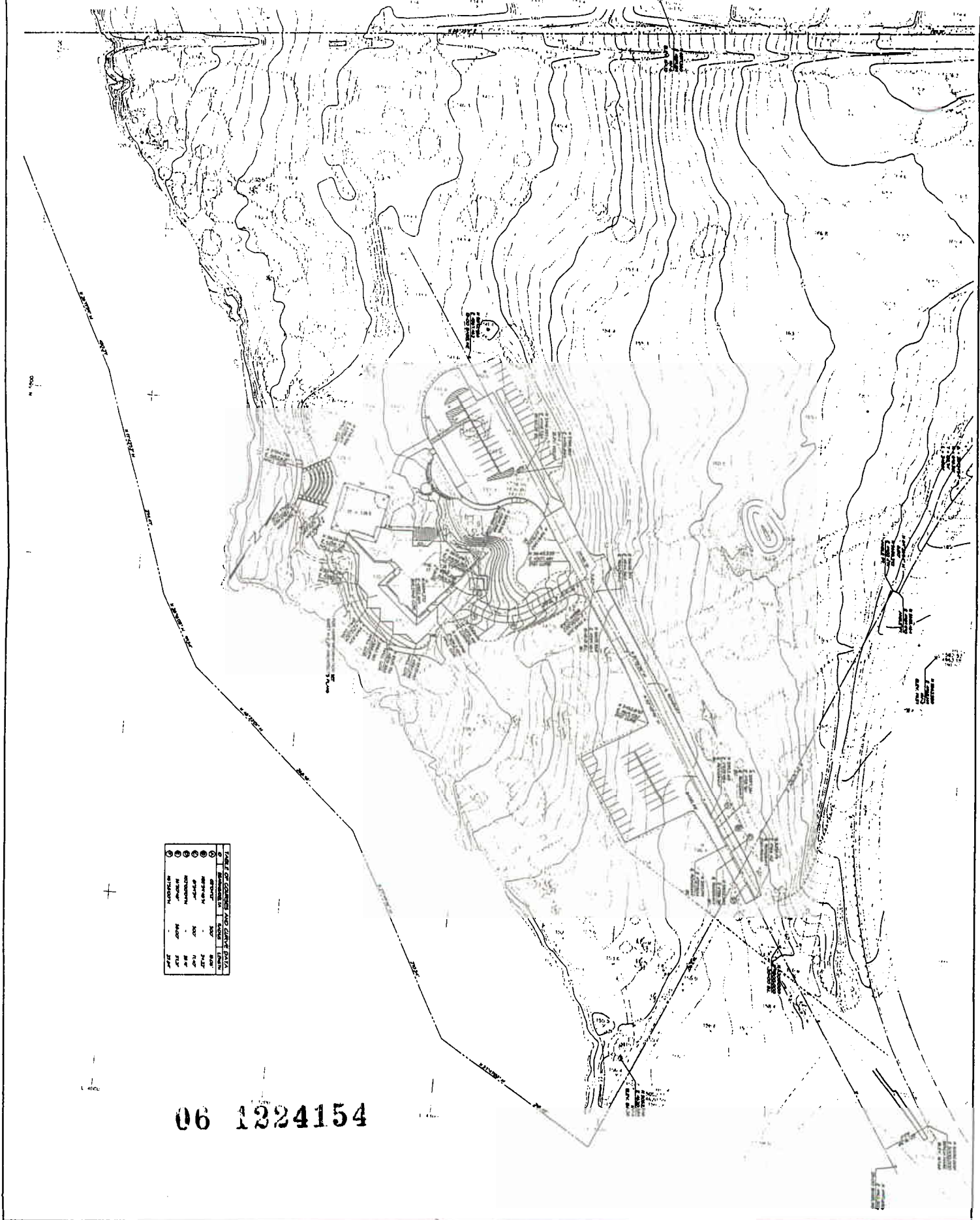
Donald R. Winslow, PCE 14214, Exp. 03/31/05



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EXHIBIT B

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HORIZONTAL
CONTROL PLAN

POINT VICENTE INTERPRETIVE
CENTER EXPANSION
31501 Pecos Verdes Drive West
Rancho Palos Verdes, CA

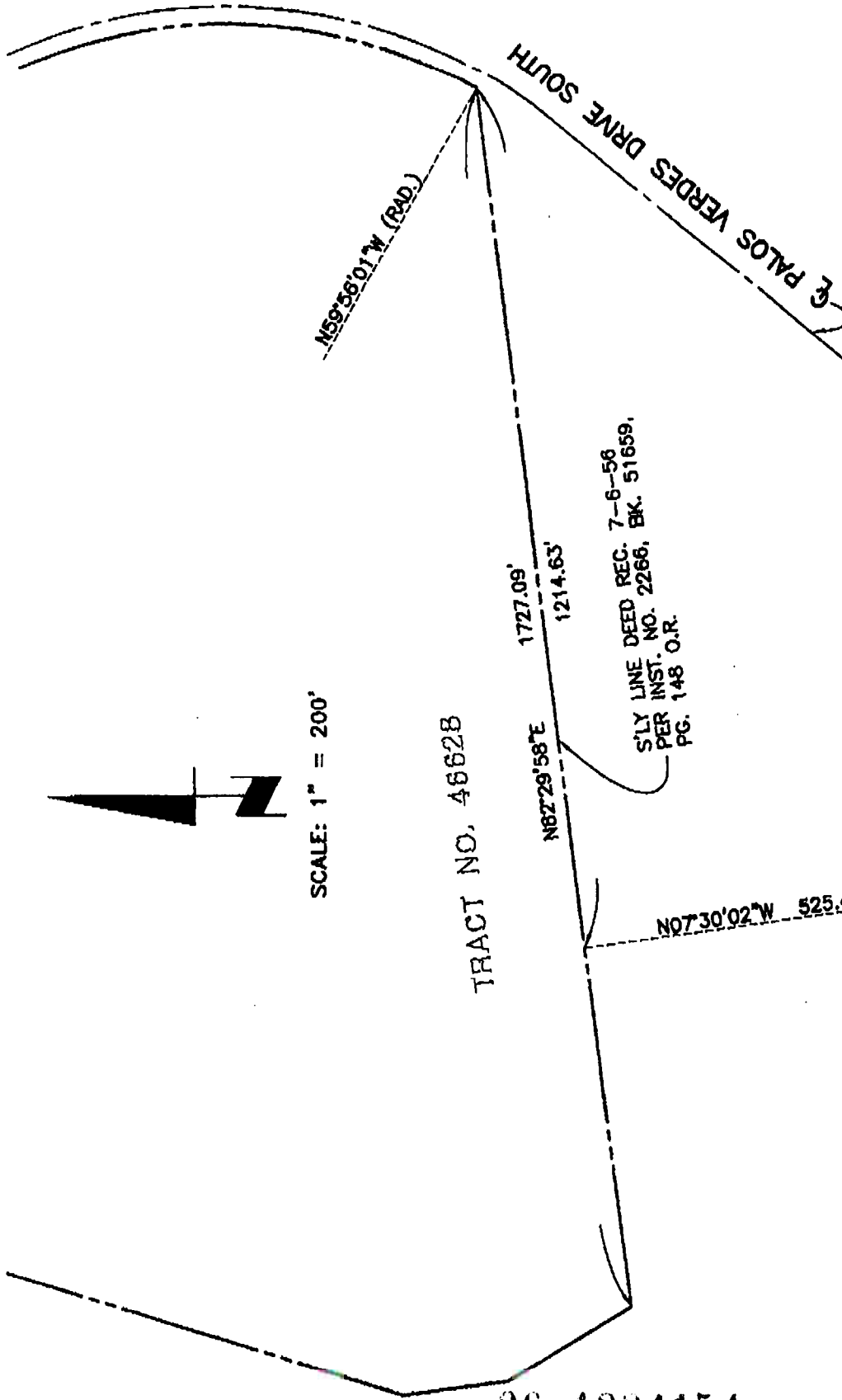


ALBERT CIVIL ENGINEERING, INC.
2100 N. DeSoto Ave., Suite 110, Group, CA 90005 (714) 225-0230

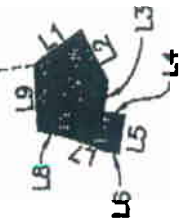
EXHIBIT C

06 1224154

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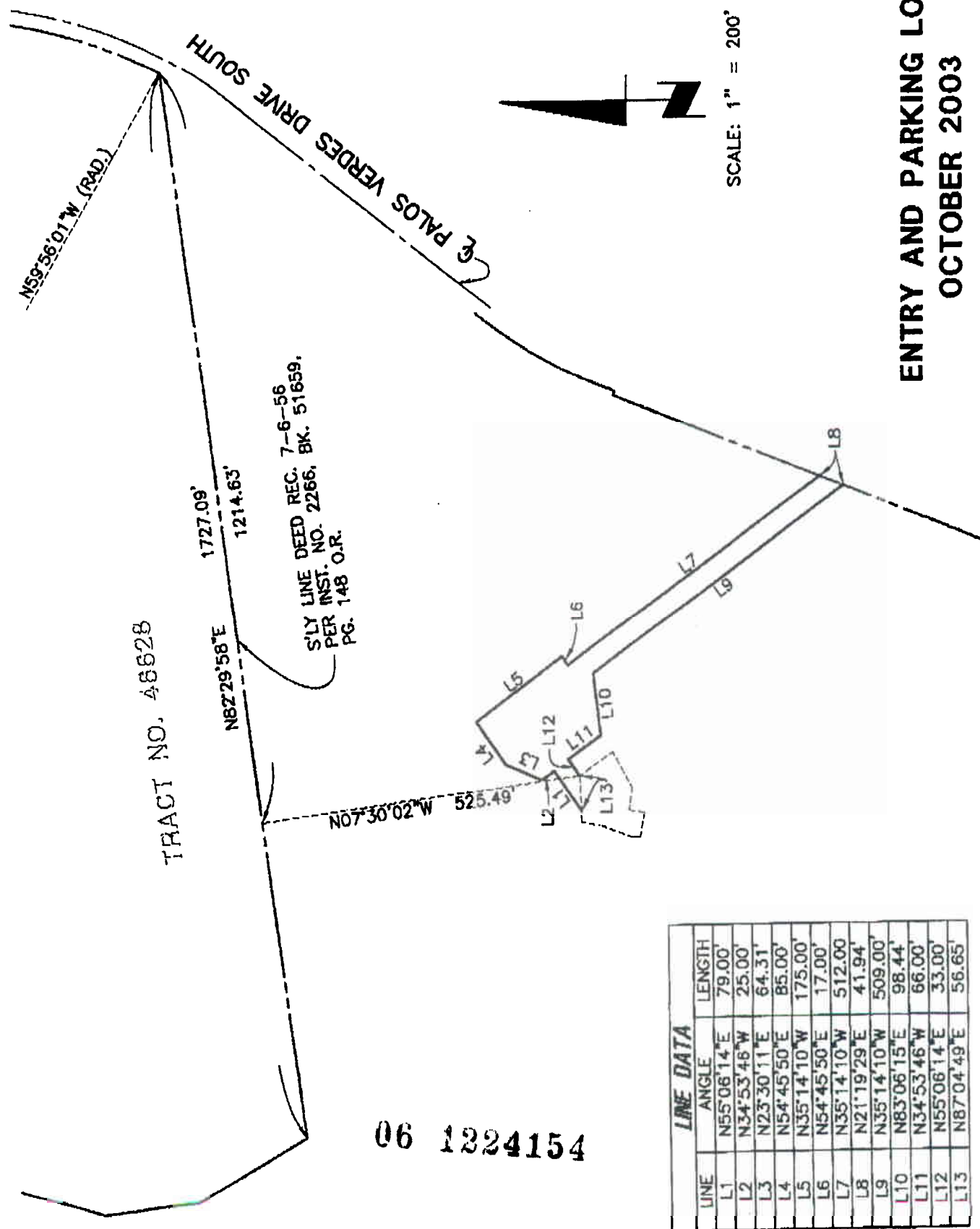
LINE DATA		
LINE	ANGLE	LENGTH
L1	N34°53'46"W	67.00'
L2	N62°02'34"E	67.18'
L3	N80°36'44"W	35.49'
L4	N08°40'18"E	26.38'
L5	N81°06'11"W	42.08'
L6	N05°02'13"E	14.07'
L7	N20°35'46"E	52.39'
L8	N11°20'11"E	34.01'
L9	N87°04'49"E	75.33'



EXISTING PVC BUILDING COMPLEX LIMITS
MAY 2003

ENTRY AND PARKING LOT
OCTOBER 2003

SCALE: 1" = 200'



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LINE DATA		
LINE	ANGLE	LENGTH
L1	N55°06'14"E	79.00'
L2	N34°53'48"W	25.00'
L3	N23°30'11"E	64.31'
L4	N54°45'50"E	85.00'
L5	N35°14'10"W	175.00'
L6	N54°45'50"E	17.00'
L7	N35°14'10"W	512.00'
L8	N21°19'29"E	41.94'
L9	N35°14'10"W	509.00'
L10	N83°06'15"E	98.44'
L11	N34°53'46"W	66.00'
L12	N55°06'14"E	33.00'
L13	N87°04'49"E	56.65'